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9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

12 OCEANSIDE HEALTH PRODUCTS  
13 LLC, a California limited liability  
company,

14 Plaintiff,

15 v.

16 DVIR DERI LLC d/b/a PRIME –  
17 GLOBAL, a New Jersey limited  
liability company; and DOES 1-10,  
inclusive,

18 Defendants.

Case No. 8-cv-00008-DOC-DFM

**OCEANSIDE HEALTH  
PRODUCTS, LLC'S OPPOSITION  
TO DEFENDANT DVIR DERI  
LLC'S MOTION TO DISMISS  
COMPLAINT FOR LACK OF  
JURISDICTION**

Complaint Filed: January 3, 2023

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1 Plaintiff Oceanside Health Products LLC ("Oceanside") submits the following  
2 Opposition to Defendant DVIR DERI LLC d/b/a Prime – Global's ("Defendant")  
3 Motion to Dismiss Oceanside's Complaint for lack of personal jurisdiction pursuant  
4 to Federal Rule of Civil Procedure 12(b)(2) (the "Motion").

5 **I. INTRODUCTION**

6 Oceanside, a California-based e-commerce company, informed Defendant  
7 months before this action was filed that Oceanside – and Oceanside alone – has an  
8 exclusive agreement with Detoxify, LLC ("Detoxify") to ensure that Detoxify  
9 products sold on the Amazon.com United States website (the "Amazon Platform")  
10 are sold solely through authorized distribution channels. Oceanside notified  
11 Defendant of its contract with Detoxify upon discovering that Defendant was  
12 making unauthorized online sales of Detoxify products through an Amazon  
13 storefront belonging to Defendant named "Prime – Global."

14 In addition, Oceanside, which has a power of attorney to enforce Detoxify's  
15 trademarks, informed Defendant that Defendant was infringing on Detoxify's  
16 trademarks by selling products bearing Detoxify's marks on the Amazon Platform.

17 Defendant failed to cease interfering with Oceanside's exclusive agreement  
18 with Detoxify and continued infringing Detoxify's trademarks, prompting this  
19 lawsuit.

20 Defendant has more than sufficient contacts with California in connection  
21 with the illegal sales of Detoxify products that form the basis of the lawsuit and  
22 meet the due process minimum contacts requirement for specific jurisdiction. In its  
23 Motion to Dismiss, Defendant seemingly ignores every explanation as to why this  
24 action was filed in this forum. Oceanside's allegations and claims clearly support  
25 the exercise of personal jurisdiction over Defendant, as Defendant was fully aware  
26 that Oceanside was based in California and yet it purposefully directed its unlawful  
27 activities to California harming a resident thereof and performed acts by which it  
28 purposefully availed itself of the privilege of conducting activities in California,

1 thereby invoking the benefits and protections of its laws. As a result, Defendant's  
2 motion should be denied.

## 3 **II. BACKGROUND**

### 4 **A. Factual Allegations**

5 Oceanside is a California-based e-commerce company that, among other  
6 things, has an exclusive contract to sell and distribute products from Detoxify, LLC  
7 ("Detoxify") on the Amazon.com United States website (the "Amazon Platform").  
8 Compl., ¶¶ 7, 11; Declaration of Amy Belanger ("Belanger Decl."), ¶ 3. Detoxify is  
9 a company that researches, develops, designs, manufactures, markets and sells  
10 healthy detoxification products (the "Detoxify Products"). Compl., ¶ 8. Defendant  
11 has known about Oceanside's exclusive agreement to sell and distribute the Detoxify  
12 Products on the Amazon Platform since at least October 28, 2022. *See* Belanger  
13 Decl., ¶ 8.

14 The Detoxify Products are associated with the Detoxify brand and registered  
15 trademarks with the United States Patent and Trademark Office, including but not  
16 limited to Registration #1898539 (the "Detoxify Trademarks"). Compl., ¶ 9.  
17 Oceanside distributes the Detoxify Products bearing the Detoxify Trademarks and  
18 has entered into a Limited Power of Attorney to Enforce Product Distribution and  
19 Trademarks of Detoxify, LLC. Belanger Decl., ¶ 4, Ex. A. Pursuant to this  
20 agreement, Detoxify authorized Oceanside to, among other things, initiate legal  
21 action on Detoxify's behalf against any sellers who wrongfully divert Detoxify's  
22 products and/or infringe Detoxify's intellectual property rights covered by the  
23 exclusive distribution agreement between Oceanside and Detoxify. Compl., ¶¶ 11,  
24 28, 44; *see also* Belanger Decl., ¶ 4, Ex. A.

25 Despite Oceanside's exclusive distribution agreement with Detoxify to ensure  
26 that products sold on the Amazon Platform are sold solely through authorized  
27 distribution channels, Compl., ¶ 11, Defendant has admittedly purchased Detoxify  
28 Products and sold them on the Amazon Platform through its online storefront,

1 "Prime – Global." *See* Declaration of Yakov Deri ("Deri Declaration"), ¶¶ 15-17;  
2 *see also* Belanger Decl., ¶ 5. Defendant has not been approved to sell the Detoxify  
3 Products on the Amazon Platform, and the products advertised and sold on the  
4 Amazon Platform by Defendant are not authorized for sale. Belanger Decl., ¶ 6. As  
5 alleged in the Complaint, "[n]either Detoxify nor Oceanside have approved  
6 [Defendant] to sell Detoxify [P]roducts on Amazon." Compl., ¶ 13. "The [Detoxify  
7 Products] sold online by [Defendant] bearing the Detoxify Trademarks are not  
8 authorized for sale by Oceanside or Detoxify." *Id.* ¶¶ 31, 47.

9 Moreover, Defendant "unlawfully, willfully, and knowingly used and  
10 continues to use the [Detoxify Trademarks] in interstate commerce for purposes of  
11 selling products bearing the [Detoxify Trademarks] on the Amazon [Platform]  
12 without Oceanside's or Detoxify's consent." *Id.* ¶¶ 30, 46; *see also* Deri Decl., ¶ 16  
13 (admittingly selling Detoxify Products on the Amazon Platform).

14 In sum, Defendant engaged in infringing conduct while fully aware of  
15 Oceanside's contract with Detoxify for the exclusive sale and distribution of  
16 Detoxify Products sold on the Amazon Platform. As alleged in the Complaint,  
17 Defendant "was aware of Oceanside's contract with Detoxify for the exclusive  
18 distribution of Detoxify products sold on [the Amazon Platform] through solely  
19 authorized distribution channels." Compl., ¶ 19. Oceanside expressly provided  
20 notice to Defendant of Oceanside's exclusive distribution agreement it had with  
21 Detoxify no later than October 28, 2022, the date of the first Cease and Desist Letter  
22 Oceanside caused to be sent from within this District. Belanger Decl., ¶ 8.  
23 Defendant's intentional conduct of listing, advertising and selling Detoxify Products  
24 bearing the Detoxify Trademarks on the Amazon platform has been designed to  
25 interfere with Oceanside's contract with Detoxify. Compl., ¶ 20-22; *see also*  
26 Belanger Decl., ¶ 7.

## 1           **B.      Procedural History**

2           On January 1, 2023, Oceanside filed its Complaint in this action against  
3 Defendant in this District alleging causes of action for (1) intentional interference  
4 with contractual relations, (2) trademark infringement in violation of 15 U.S.C. §§  
5 1114, 1125(a)(1)(A), and (3) common law trademark infringement. *See* Dkt. 1.

6           On April 7, 2023, Defendant filed its Motion to Dismiss the Complaint for  
7 lack of personal jurisdiction pursuant to Fed. R. Civ. P. 12(b)(2). *See* Dkt. 14.

## 8           **III.   STANDARD**

9           "In opposing a defendant's motion to dismiss for lack of personal jurisdiction,  
10 the plaintiff bears the burden of establishing that jurisdiction is proper."  
11 *CollegeSource, Inc. v. AcademyOne, Inc.*, 653 F.3d 1066, 1073 (9th Cir. 2011)  
12 (citing *Boschetto v. Hansing*, 539 F.3d 1011, 1015 (9th Cir. 2008)). Where a motion  
13 is based on written materials rather than an evidentiary hearing, "the plaintiff need  
14 only make a prima facie showing of jurisdictional facts." *Sher v. Johnson*, 911 F.2d  
15 1357, 1361 (9th Cir. 1990). In other words, "the plaintiff need only demonstrate  
16 facts that if true would support jurisdiction over the defendant." *Ballard v. Savage*,  
17 65 F.3d 1495, 1498 (9th Cir. 1995).

18           In determining whether the plaintiff has met this burden, "uncontroverted  
19 allegations in [the plaintiff's] complaint must be taken as true," *Am. Tel. & Tel. Co.*  
20 *v. Compagnie Bruxelles Lambert*, 94 F.3d 586, 588 (9th Cir.), supplemented, 95  
21 F.3d 1156 (9th Cir. 1996), and "conflicts between the parties over statements  
22 contained in affidavits must be resolved in the plaintiff's favor." *Schwarzenegger v.*  
23 *Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004).

## 24           **IV.   ARGUMENT**

### 25           **A.      Defendant Is Subject To Specific Personal Jurisdiction**

26           "When no federal statute governs personal jurisdiction, the district court  
27 applies the law of the forum state." *Boschetto*, 539 F.3d at 1015. Here, California's  
28 long-arm statute authorizes courts of this state to exercise jurisdiction on any basis



1 not inconsistent with the Constitution of this state or of the United States. Cal. Civ.  
2 Proc. Code § 410.10. Since California's personal jurisdictional statute is  
3 coextensive with federal due process requirements, "the jurisdictional analyses  
4 under state law and federal due process are the same." *Schwarzenegger*, 374 F.3d at  
5 800–01.

6 For a district court to exercise personal jurisdiction over a non-resident  
7 defendant consistent with due process, "that defendant must have 'certain minimum  
8 contacts' with the relevant forum such that the maintenance of the suit 'does not  
9 offend traditional notions of fair play and substantial justice.'" *CollegeSource*, 653  
10 F.3d at 1073 (quoting *International Shoe Co. v. Washington*, 326 U.S. 310, 316, 66  
11 S. Ct. 154, 158, 90 L. Ed. 95 (1945) (internal quotation marks and citation omitted)).  
12 The measure of the sufficiency of minimum contacts with the forum and fairness  
13 depends on the basis of jurisdiction, as fewer contacts with the forum are required  
14 for specific jurisdiction rather than general jurisdiction. *See, e.g., CollegeSource*,  
15 653 F.3d at 1075 ("A nonresident defendant's discrete, isolated contacts with the  
16 forum support jurisdiction on a cause of action arising directly out of its forum  
17 contacts, but this is specific rather than general jurisdiction.").

18 Courts sitting in the Ninth Circuit determine whether a non-resident  
19 defendant's contacts with the forum meet the due process minimum contacts  
20 requirement for specific jurisdiction under the following three-prong test:

21 (1) The non-resident defendant must purposefully direct his activities or  
22 consummate some transaction with the forum or resident thereof; or  
23 perform some act by which he purposefully avails himself of the  
24 privilege of conducting activities in the forum, thereby invoking the  
benefits and protections of its laws;

25 (2) the claim must be one which arises out of or relates to the  
26 defendant's forum-related activities; and

27 (3) the exercise of jurisdiction must comport with fair play and  
28 substantial justice, i.e. it must be reasonable.

1 *Schwarzenegger*, 374 F.3d at 802 (citing *Lake v. Lake*, 817 F.2d 1416, 1421 (9th  
 2 Cir.1987)). "The plaintiff bears the burden of satisfying the first two prongs of the  
 3 test." *Id.* (citing *Sher*, 911 F.2d at 1361). If the plaintiff does so, "the burden then  
 4 shifts to [the defendant] to set forth a 'compelling case' that the exercise of  
 5 jurisdiction would not be reasonable." *CollegeSource*, 653 F.3d at 1076 (citing  
 6 *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476–78, 105 S. Ct. 2174, 85  
 7 L.Ed.2d 528 (1985)). Here, the first two prongs of the specific jurisdiction analysis  
 8 are satisfied.

9 **1. Defendant Has Purposefully Directed Its Activities to the**  
 10 **Forum**

11 To determine specific jurisdiction in a suit involving trademark infringement,  
 12 courts look to whether a defendant "purposefully directs" its activities toward the  
 13 forum. *See Schwarzenegger*, 374 F.3d at 802 (reasoning that purposeful direction  
 14 analysis is most often used in suits sounding in tort); *c.f. Ziegler v. Indian River*  
 15 *Cnty.*, 64 F.3d 470, 473 (9th Cir. 1995) (recognizing that courts apply different  
 16 purposeful availment tests to contract and tort cases).

17 The relevant inquiry for purposeful direction is "whether a defendant  
 18 purposefully directs his activities at the forum state, applying an effects test that  
 19 focuses on the forum in which the defendant's actions were felt, whether or not the  
 20 actions themselves occurred within the forum. *Yahoo! Inc. v. La Ligue Contre Le*  
 21 *Racisme Et L'Antisemitisme*, 433 F.3d 1199, 1206 (9th Cir. 2006) (internal  
 22 quotations omitted). This inquiry is often referred to as the *Calder* effects test, as  
 23 derived from *Calder v. Jones*, 465 U.S. 783 (1984), and requires that "the defendant  
 24 allegedly [must] have (1) committed an intentional act, (2) expressly aimed at the  
 25 forum state, (3) causing harm that the defendant knows is likely to be suffered in the  
 26 forum state." *Yahoo!*, 433 F.3d at 1206 (quoting *Schwarzenegger*, 374 F.3d at 803).

27 First, Defendant has committed intentional acts aimed at California and  
 28 Oceanside, a California limited liability company, has felt the effects of Defendant's

1 acts in this state. "Intentional act" has a specialized meaning in the context of the  
 2 *Calder* effects test, and is "an intent to perform an actual, physical act in the real  
 3 world, rather than an intent to accomplish a result or consequence of that act."  
 4 *Schwarzenegger*, 374 F.3d at 806. At the pleading stage, allegations of trademark  
 5 infringement satisfy the intentional act requirement. *See Entrepreneur Media, Inc.*  
 6 *v. Rugged Entrepreneur*, 2021 WL 4497891, at \*4 (C.D. Cal. July 14, 2021)  
 7 (finding plaintiff's allegations that defendants infringed on its trademark and  
 8 defendants' knowing, willful, and malicious use of the mark is damaging to plaintiff  
 9 satisfied element of intentional act); *see also Levi Strauss & Co. v. Toyo Enter. Co.*,  
 10 665 F. Supp. 2d 1084, 1093 (N.D. Cal. 2009) (finding that the intentional act  
 11 requirement is satisfied by allegations of trademark infringement). In addition,  
 12 Defendant continued to knowingly and illegally sell Detoxify products in violation  
 13 of Oceanside's exclusive rights. Oceanside has met its burden here.

14 Second, contrary to Defendant's assertions, the express aiming element is  
 15 satisfied here. Courts have made clear that "the 'expressly aimed' prong of the  
 16 purposeful direction test can be met where a plaintiff alleges that the defendant  
 17 individually targeted him by misusing his intellectual property on the defendant's  
 18 website for the purpose of competing with the plaintiff in the forum."  
 19 *CollegeSource*, 653 F.3d at 1077 (quoting *Love v. Associated Newspapers, Ltd.*, 611  
 20 F.3d 601, 609 (9th Cir. 2010)). Indeed, the Ninth Circuit has expressed the  
 21 importance of considering several factors in determining whether the defendant  
 22 expressly aimed at the forum state, "including the interactivity of the defendant's  
 23 website" and "geographic scope of the defendant's commercial ambitions." *Mavrix*  
 24 *Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1229 (9th Cir. 2011) (citing *Pebble*  
 25 *Beach*, 453 F.3d at 1153–54, 1156–58). Taking these factors into consideration  
 26 here, Defendant has expressly aimed its conduct at California – where Oceanside  
 27 conducts its business managing Detoxify's brand, products, and intellectual property  
 28 rights – when Defendant intentionally sold infringing products bearing the Detoxify

1 Trademarks through its online storefront on the Amazon Platform. This conduct  
2 also expressly targeted and interfered with Oceanside's exclusive rights.

3 In *NBA Properties, Inc.*, the Court of Appeal for the Seventh Circuit found in  
4 favor of exercising specific jurisdiction over a non-resident defendant accused of  
5 infringing on the plaintiff's trademarks where the defendant had shipped a product to  
6 the forum after it had "structured its sales activity in such a manner as to invite  
7 orders from [the forum] and developed the capacity to fill them." *NBA Properties,*  
8 *Inc. v. HANWJH*, 46 F.4th 614, 625 (7th Cir. 2022). The court found that the  
9 defendant had purposefully directed activity at the forum where the defendant had  
10 established an online store using a third-party retailer, Amazon.com, and allegedly  
11 sold products infringing on the plaintiff's trademarks. *Id.* at 624–625. The court  
12 reasoned that the defendant "unequivocally asserted a willingness to ship goods to  
13 [the forum] and established the capacity to do so" where the defendant intentionally  
14 shipped an infringing product to the customer's designated address in the forum  
15 when it filled the order. *Id.* The court further explained that in assessing purposeful  
16 direction, "what matters is its structuring of its own activities so as to target the  
17 [forum] market." *Id.* at 624.

18 Here, Oceanside's Complaint alleges, among other things, that Defendant  
19 illegally sells products bearing the Detoxify Trademarks on the Amazon Platform,  
20 including advertising listings for 1,604 units of Detoxify Products under numerous  
21 listings directly through Defendant's online storefront. Oceanside has performed  
22 test buys of these various listings whereby Oceanside has placed an order directly  
23 through Defendant's online storefront, and in doing so, identified its California  
24 office as both the shipping and billing address for the orders. Belanger Decl., ¶ 9–  
25 10. As a result of Defendant processing the orders, Oceanside received products at  
26 its California office. Belanger Decl., ¶ 10. Among these test buys placed by  
27 Oceanside, Defendant accepted, processed, and caused Amazon to fulfill the orders  
28 placed directly through Defendant's online storefront on the following dates: July

1 15, 2022, November 9, 2022, November 23, 2022, December 1, 2022, and March  
2 21, 2023. Belanger Decl., ¶ 12.

3 To fulfill these orders, Defendant utilizes "Fulfillment by Amazon." Deri  
4 Decl., ¶ 17. Fulfillment by Amazon is an Amazon-based inventory and fulfillment  
5 service that ships the seller's inventory to the shipping addresses included in valid  
6 customer orders, or submitted by Defendant as part of a Fulfillment Request. *Id.*;  
7 *see also* Belanger Decl., ¶ 11, Ex. B. "To deliver your products as quickly as  
8 possible to buyers, [Amazon] distribute[s] your inventory across our network of  
9 fulfillment centers based on your shipment volume and customer demand ... your  
10 shipment may be divided into multiple shipments, each directed to a different  
11 receive center or fulfillment center." *Id.*, Ex B. Sellers that establish an online store  
12 through Amazon and utilize Fulfillment by Amazon do not have the ability to turn on  
13 or turn off sales to certain states under Amazon's Fulfillment by Amazon terms and  
14 conditions. *Id.*, Ex B. This means that sellers that utilize Amazon's fulfillment  
15 services, including Defendant, elect to have inventory stored, shipped, and otherwise  
16 fulfilled from Amazon Fulfillment Centers located in California when they process  
17 orders from anywhere in California. *Id.*, Ex B. Clearly, Defendant's conduct  
18 demonstrates a willingness to ship the alleged products bearing the Detoxify  
19 Trademarks to California, and Defendant has established the capacity to do so by  
20 utilizing Amazon's fulfillment services.

21 Furthermore, each of these orders that Defendant processed and caused to be  
22 fulfilled through Fulfillment by Amazon was shipped to an address located within  
23 this District of California – Oceanside's place of business. Belanger Decl., ¶¶ 12–  
24 22, Ex. C–L. As a California-based e-commerce company, Oceanside not only  
25 discovered the illegal sale of Detoxify Products being sold through Defendant's  
26 online storefront while monitoring unauthorized online sales of Detoxify Products  
27 from its California office, but also received delivery of all of the test buys orders  
28 placed on the Amazon Platform through Defendant's online storefront on the

1 Amazon Platform at its California office. Belanger Decl., ¶ 23. Each of these test  
2 buys delivered to Oceanside further support Oceanside's claims that it experienced  
3 loss of business, goodwill, reputation, and profits in connection with Defendant's  
4 intentional acts in California.

5 The final element of the *Calder* effects test is satisfied by showing that a  
6 defendant's intentional act has foreseeable effects in the forum since the Ninth  
7 Circuit has made clear that "the 'brunt' of the harm need not be suffered in the forum  
8 state." *See Yahoo!*, 433 F.3d at 1207. "If a jurisdictionally sufficient amount of  
9 harm is suffered in the forum state, it does not matter that even more harm might  
10 have been suffered in another state." *Id.* Further, courts routinely find that the third  
11 element is satisfied "when a forum in which a plaintiff corporation has its principal  
12 place of business is in the same forum toward which defendants expressly aim their  
13 acts." *Dole Food Co. v. Watts*, 303 F.3d 1104, 1114 (9th Cir. 2002); *see e.g.*,  
14 *Entrepreneur Media*, 2021 WL 4497891, at \*8 (C.D. Cal. July 14, 2021) (finding it  
15 was foreseeable that plaintiff would suffer harm in California, as California is  
16 plaintiff's principal place of business and plaintiff alleged defendant willfully  
17 infringed on its trademarks and caused plaintiff to suffer damages).

18 In the instant case, it was foreseeable that the harm alleged in Oceanside's  
19 Complaint would occur in California when Defendant targeted the California market  
20 for sales of health detoxification products. Consistent with Oceanside's allegations  
21 in the Complaint, Oceanside has suffered, and continues to suffer damages,  
22 including but not limited to loss of business, goodwill, reputation, and profits as a  
23 limited liability company with its principal place of business in California. At the  
24 very least, Defendant committed the tortious and infringing acts alleged in the  
25 Complaint *knowing* that Oceanside had an exclusive right to sell Detoxify products  
26 on the Amazon Platform. *See* Belanger Decl., ¶¶ 7–8. For these reasons, Oceanside  
27 has satisfied the third and final element of the *Calder* effects test.



## 2. Oceanside's Claims Arise From Defendant's Forum-Related Activities

"The second requirement for specific, personal jurisdiction is that the claim asserted in the litigation arises out of the defendant's forum related activities." *Panavision Int'l, L.P. v. Toeppen*, 141 F.3d 1316, 1322 (9th Cir. 1998). The Ninth Circuit applies a "but for" causation test that is satisfied if the plaintiff "would not have been injured but for the defendant's conduct directed toward the forum." *Id.* California courts within the Ninth Circuit routinely find the second prong of the specific jurisdiction analysis is satisfied if the plaintiff would not have been injured "but for" the defendant's forum-related conduct. *See, e.g., Levi Strauss & Co.*, 665 F. Supp. 2d at 1094 (reasoning that plaintiff satisfied the second-prong of the specific jurisdiction analysis where plaintiff's claims would not have arisen absent defendant's sale of infringing products in California); *Wargaming.net Ltd. v. Blitzteam LLC*, 2021 WL 3619956, at \*4 (C.D. Cal. Jan. 20, 2021) (concluding that plaintiff's infringement claims arise out of defendant's conduct aimed at the forum where plaintiff alleged that defendant infringed on its trademarks by distributing its product to forum consumers).

Here, Defendant's unauthorized and illegal sales of Detoxify Products had the effect of injuring Oceanside in California. Defendant's California-related activities of listing, advertising, and selling unauthorized and infringing products bearing the Detoxify Trademarks on the Amazon Platform, in violation of Oceanside's exclusive rights, is a *but-for* cause of Oceanside's harm alleged in the Complaint, as Oceanside's claims would not have arisen but-for Defendant's infringing and tortious conduct. Since Defendant was fully aware that Oceanside was based in California while managing Detoxify's brand, products, and intellectual property rights, it cannot meritoriously argue that Oceanside's alleged injuries did not arise from or relate to its California-related activities.

1 Thus, the first two prongs of the specific personal jurisdiction test are  
2 established here.

### 3 **3. The Exercise of Specific Personal Jurisdiction Over** 4 **Defendant Is Reasonable**

5 Where the plaintiff has made a prima facie case that the assertion of specific  
6 jurisdiction over the defendant is constitutional, the burden shifts to the defendant to  
7 "present a compelling case" that the exercise of jurisdiction would be unreasonable  
8 and therefore violate due process. *CollegeSource*, 653 F.3d at 1079 (citing *Burger*  
9 *King*, 471 U.S. at 480, 105 S. Ct. 2174).

10 Courts in the Ninth Circuit are bound to a presumption that "an otherwise  
11 valid exercise of specific jurisdiction is reasonable." *Ballard*, 65 F.3d at 1500; *see*  
12 *also Sher*, 911 F.2d at 1364 (explaining that personal jurisdiction is presumptively  
13 reasonable when the defendant purposefully directed its activities to California). "A  
14 defendant must present a compelling case that the exercise of jurisdiction would not  
15 be reasonable." *Int'l Aero Prod., LLC v. Aero Advanced Paint Tech., Inc.*, 325 F.  
16 Supp. 3d 1078, 1086 (C.D. Cal. 2018). Moreover, courts will not decline to exercise  
17 jurisdiction over non-resident defendants absent any compelling reason otherwise.  
18 *See, e.g., CollegeSource*, 653 F.3d at 1080 (reversing district court's dismissal of the  
19 complaint after defendant made no showing that exercise of jurisdiction would be  
20 unreasonable).

21 Here, Defendant has not presented a "compelling case" that demonstrates why  
22 exercising jurisdiction over Defendant is unreasonable in light of Oceanside's  
23 allegations that Defendant is subject to specific personal jurisdiction based on the  
24 California-related activities alleged in the Complaint. Defendant's sole argument is  
25 its bald assertion that it does not have contacts with California. Defendant cannot  
26 disclaim itself from being subject to this forum's jurisdiction after selling infringing  
27 products in California bearing the Detoxify Trademarks through its online store  
28 using a third-party retailer, Amazon, to California residents, as alleged by Oceanside



1 in the Complaint. It is evident that Defendant has structured its sales activity in such  
 2 a manner as to invite orders from California and developed a verified capacity to fill  
 3 them via Amazon. Moreover, Defendant has continued to engage in such  
 4 purposefully directed activity by engaging in the complained interfering and tortious  
 5 acts, including interfering with Oceanside's contractual relations while knowing that  
 6 Oceanside had an exclusive right to sell Detoxify products on the Amazon Platform  
 7 and was a California-based company.

8 **V. IN THE ALTERNATIVE, THE COURT SHOULD ALLOW**  
 9 **OCEANSIDE TO CONDUCT JURISDICTIONAL DISCOVERY**

10 "Courts are afforded a significant amount of leeway in deciding whether  
 11 parties may conduct discovery relating to jurisdictional issues while a motion to  
 12 dismiss is pending." *Orchid Biosciences, Inc. v. St. Louis University*, 198 F.R.D.  
 13 670, 672-673 (S.D. Cal., Jan. 11, 2001) "It is clear that the question of whether to  
 14 allow discovery is generally within the discretion of the trial judge. However,  
 15 where pertinent facts bearing on the question of jurisdiction are in dispute, discovery  
 16 should be allowed." *Id.* (quoting *America West Airlines, Inc. v. GPA Group, Ltd.*,  
 17 877 F.2d 793, 801 (9th Cir.1989) (citations omitted)).

18 Here, if the Court is inclined to grant the Motion, Oceanside requests that it  
 19 be allowed to conduct limited jurisdictional discovery in order to resolve the factual  
 20 disputes bearing on the question of jurisdiction.

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1 **VI. CONCLUSION**

2 Oceanside respectfully requests that the Court deny Defendant's Motion to  
3 Dismiss.

4 DATED: April 17, 2023

5 FINLAYSON TOFFER ROOSEVELT & LILLY LLP

6  
7 By /s/ T. Kevin Roosevelt  
8 T. Kevin Roosevelt  
9 Attorneys for Plaintiff  
10 OCEANSIDE HEALTH PRODUCTS LLC  
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CERTIFICATE OF SERVICE

I am employed in the County of Orange; I am over the age of eighteen years and not a party to the within entitled action; my business address is 15615 Alton Parkway, Suite 270, Irvine, California 92618. I am a registered user of the CM/ECF system for the United States District Court for the Central District of California.

On April 17, 2023, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system. To the best of my knowledge, all counsel to be served in this action are registered CM/ECF users and will be served by the CM/ECF system.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 17, 2023, at Irvine, California.

/s/ T. Kevin Roosevelt  
T. Kevin Roosevelt